

AG Contract No. KR96 0068TRN
ADOT ECS File No. JPA 96-04
Project: SR-87 Mesa - Payson Hwy.
Tracs No. H2305 08/09C
Section: Four Peaks Rd. - Sycamore
Creek

Agreement # IA-03-12-96-S0-023

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

**THE UNITED STATES DEPARTMENT OF AGRICULTURE
TONTO NATIONAL FOREST**

THIS AGREEMENT is entered into 1 MAY, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
UNITED STATES DEPARTMENT OF AGRICULTURE, TONTO NATIONAL FOREST,
acting by and through its Contracting Officer (the "Forest
Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Forest Service is empowered by Title 16 USC 532-538
and USC 572 Ref: FSM 15184.13 to enter into this agreement and
has authorized the undersigned to execute this agreement on
behalf of the Forest Service.

3. Incident to highway widening and improvements to State
Route 87 contemplated by the State, portions of the work will
affect lands owned or controlled by the Forest Service. In
accordance with the Final Environmental Impact Statement, the
State has agreed to transfer \$73,500.00 to the Forest Service to
accomplish plant restoration, stock tank replacement, trail
relocation and reconstruction, and design and realignment of a
Forest Road intersection, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20673</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/01/96</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Haenewold</u>

II. SCOPE

1. The Forest Service will:

a. Accomplish any portion of the work contemplated herein which will exceed an aggregate amount of \$50,000.00 by public bidding. Provide design plans, specifications or such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the Project(s). Administer same and be responsible for any contractor claims for extra compensation, and upon completion provide maintenance. Accomplish Project items 1, 2, 3, 4 and 6 as outlined in Exhibit A, letter dated 19 December 1995, which is attached hereto and made a part hereof.

c. Invoice the State for the cost of the Project improvements, in a total amount not to exceed \$73,500.00.

2. The State will:

Pay the Forest Service within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$73,500.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

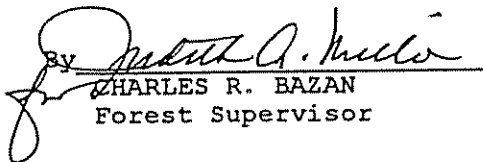
Tonto National Forest
Forest Supervisor
2324 E. McDowell Road
PHoenix, AZ 85006

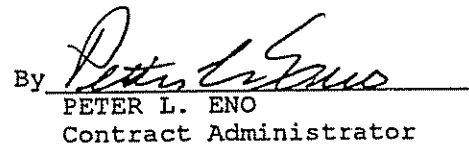
8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE
Tonto National Forest

STATE OF ARIZONA
Department of Transportation

By 
CHARLES R. BAZAN
Forest Supervisor

By 
PETER L. ENO
Contract Administrator

573/1-3
20mar

AG Contract No. KR95 1546TRN
ADOT ECS File No. JPA 95-101
Project: SB AZ 95(003)P

RESOLUTION

BE IT RESOLVED on this 12th day of January 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the US Forest Service, Tonto National Forest for the purpose of defining responsibilities for the design, construction and maintenance improvements at SR-87, Four Peaks Road to Sycamore Creek.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE
Director

DETERMINATION

Arizona Contract No. JPA 96-04, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, TONTO NATIONAL FOREST has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 23rd day of April, 1996.

THE UNITED STATES OF AMERICA

By Judith Q. Miller



United States
Department of
Agriculture

Forest
Service

Tonto
National
Forest

2324 E. McDowell Road
Phoenix, AZ 85006
602 225-5200

File Code: 2730

Date: December 19, 1995

Mr. John Rumbaugh, Project Manager
Arizona Department of Transportation
205 S. 17th Ave.
Phoenix, AZ 85007-3212

RECEIVED

DEC 21 1995

STATEWIDE PROJECT
MANAGEMENT

RE: SR 87 Intergovernmental Agreement (IGA)

Dear Mr. Rumbaugh:

In accordance with the commitments in the Final Environmental Impact Statement (FEIS), Final Design Concept Report (FDCR), and subsequent agreements between the USDA Forest Service, Tonto National Forest, (FS) and the Arizona Department of Transportation (ADOT), the FS requests ADOT to enter into an IGA for the transfer of specified funds.

The items included in this request are for Segments A through E. A second agreement for Segment F should be drafted separately when the design is further along and estimated quantities are more accurate. Please refer to our letter of June 20, 1995 (copy attached) to Mr. E. LeRoy Brady for more information.

Item #1 - Containerized Plant Material

ADOT will provide funding to purchase one gallon container-grown plant material. The FS will purchase and install the plants, after construction of the highway projects. The quantity of plants is based on the area of disturbance of the roadway. For ease of calculation, the area (in acres) is equivalent to the seeding quantity. For Segments A-D this is 239 acres, and for Segment E the area is 91 acres. The container-grown plant density is calculated at 20 plants per acre at an estimated cost of ~~\$15.00~~ ^{\$5.00} per plant. *Handwritten: \$33,000.00*

The total cost for Segments A-E is ~~\$99,000.00~~ ^{\$5.00} Since Segment F calculations are not yet known, they are not included in the above.

Item #2 - Construction of Stock Tanks

Two stock tanks are being affected in Segment E at a replacement cost of \$5,000.00 each. The FS will reconstruct the stock tanks, total cost \$10,000.00

Item #3 - Trail Relocation/Reconstruction near Ballantine Trailhead

Four thousand feet (4,000') of the Pine Creek Loop Trail #280 must be relocated near Ballantine Trailhead due to new roadway alignment. The cost of reconstruction by FS is \$2.00 per linear foot. The total cost for this work is \$8,000.00.



Caring for the Land and Serving People

Exhibit A to JPA 96-04

FS-6200-28 (7-82)



Mr. John Rumbaugh

2

Item #4 - Trail Relocation in Segment E

One thousand feet (1,000') of trail is affected in Segment E. The FS will reconstruct the trail at \$2.00 per linear foot. The total cost for this item is \$2,000.00.

Item #5 - Environmental Work Center at Sycamore Creek

ADOT agreed to contribute funds for an environmental work center at Sunflower. ADOT contributions for the site design and development was set at \$320,000.00. The FS will design and construct the improvements. ADOT will provide access to the work center from the new alignment and include the access improvements in Segment F contracts.

Item #6 - Design and Realignment of Forest Road Intersection

Two (2) Forest Roads are included in this item. The FS Engineering Staff designed the relocated Four Peaks Road. The construction is included in Segments A-D contract documents. The cost of design service is \$5,500.00 (Cost Summary attached).

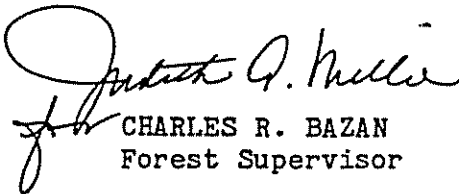
The second Forest Road is FR 1333. Forest Service field engineers will reconstruct the road at a cost of \$15,000.00 (Cost Estimate attached).

Item #7 - Design and Construction of Mt. Ord Road to the Environmental Work Center

The FS can design the project but prefers to have the construction included in Segment F. At this time, we do not have an estimate for design costs. The resolution of these costs can be included in the second IGA dealing with Segment F containerized plant material.

When you have developed a Draft IGA, we would be pleased to review it and meet with you to discuss it. If you have questions or comments concerning this proposal, please contact Patrick Higgins at 225-5343.

Sincerely,


CHARLES R. BAZAN
Forest Supervisor

Enclosures

cc:
Mesa RD
C. Taylor
D. Van Driel
T. Brennan
L. Subcasky
P. Higgins
Mr. E. LeRoy Brady, ADOT
Roadside Development Services



Caring for the Land and Serving People



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER: 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-0068-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of April, 1996.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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